

PRICE, THREEPENCE.

BOOTS AND SHOES.
BOWDEN AND THRELKELD
(successors to George A. Lloyd) have
received instructions to sell by public auction,
at the City Mart, 474, George-street, Sydney,
THIS DAY, Tuesday, the 28th instant, at
eleven o'clock,

30 pairs short wellington boots
60 ditto gent's calf oxford shoes
100 ditto kip blucher boots
60 ditto ladies' cashmere ditto
144 ditto patent leather shoes
72 ditto calf leather boots (lace)
26 ditto " " " " " "

28 ditto children's patent calf ankle straps
 32 ditto 6 to 9 girls' ditto
 12 ditto 2 to 5 children's coloured morocco
 24 ditto 6 to 9 girls' cloth cordovan goloished
 boots
 24 ditto ladies' black m. morocco slippers
 24 ditto best ditto
 24 ditto lasting ditto

18 ditto ladies' best cloth cordovan gaiters
boots
21 ditto calf patent slippers
21 ditto bronze kid op-ras
72 ditto black ditto ditto
Also,
At 12 o'clock,
On account of whom it may concern,
E in diamond over L
8 diamond over L

London, more or less damaged, viz.,

| | |
|---|--|
| 1 | 11 dozen ladies' best eachmere boots |
| 2 | 11 ditto do to |
| 3 | 5 ditto best kid all-pers |
| | 5 ditto lasting ditto |
| | 4 ditto patent ditto |
| 4 | 5 ditto ditto |
| | 1 ditto double sole cloth boots, mili- tary heels |

5 34 ditto kid ditto
94 ditto cloth ditto
6 2 ditto best cashmere ditto
2 ditto ditto military heels
3 ditto double sole cloth ditto
29 pairs ditto ditto kid ditto **military**
heels
7 2 1/2 dozen ditto kid slippers
1 1/2 ditto lasting ditto
2 ditto cloth boots double soles mili-

| | | |
|---|-------------------------------------|------|
| | tary heels | |
| | 6 ditto cashmere boots | |
| 8 | 4 ditto ditto | |
| | 2½ ditto best cloth boots, military | |
| | heels | |
| | ½ ditto ditto kid ditto | |
| | Terms at sale. | 1101 |

BRIG PRINCE OF WALES.

BOWDEN AND THRELKELD

ALL (successors to George A. Lloyd) have received instructions from the underwriters to sell, by public auction, at the City Mart, 47, George-street, Sydney, THIS DAY, Tuesday, the 28th instant, at 11 o'clock precisely, All the underwriters' interest in the wreck of the brig Prince of Wales, reported by Captain Donald, of the Osprey, to have been seen by him on the 23rd instant, bottom up, at sea, Cape Green bearing west by north 5

The vessel is supposed to have her anchors shot out ahead, and therefore nearly stationary, as Captain Donald, who passed her within four fathoms at 2 p.m. on Thursday, the 23rd instant, reports her as being on end, with her stern five feet out of water. Her distance from Tofeld Bay could not have been above 12 or 15 miles, so that there would be but little difficulty in towing her into smooth water.

when she could be righted without much loss. There is reason to suppose that about £400 worth of gold dust is on board, uninsured, on which the purchaser would have a claim for salvage.

Terms at sale. 11176

GOLD DUST.

BOWDEN AND THRELKELD
(successors to George A. Lloyd), have

received instructions from the underwriters to sell by public auction, at the City Mart, 47, George-street, Sydney, THIS DAY, Tuesday, the 28th instant, at 11 o'clock, immediately after the sale of the Prince of Wales. All the underwriters' interest in 230 ounces of gold dust, shipped per brig Prince of Wales, which brig is reported by Captain Donald, of the Osprey, to have been seen by him on the 23rd instant, between some of the crew

FANCY DRESS.
BOWDEN AND THRELKELD
(successors to George A. Lloyd) will
sell by auction, at the City Mart, 474, George-
street, on WEDNESDAY next, the 29th
instant, at 12 o'clock
Ladies' dress costumes. Charles the Second.

WOOL LASHINGS.
On account of whom it may con. + 1.
BOWDEN AND THRELKELD,
(successors to George A. Lloyd) have
received instructions to sell by public auction,
at the City Mart, 474, George-street, Sydney,

on WEDNESDAY next, the 29th instant, at 11 o'clock (on account of whom it may concern).
65 coils wool lashings, more or less damaged
1 bale 27 inch duck ditto ditto
The wool lashings can be examined at the Warehouse of Daniel Cooper, Jun., Reg. corner of Market and George streets, previous to the day of sale.
Terms, cash. 1084

ANCHOVIES.
BOWDEN AND THRELKELD (successors to George A. Lloyd) have received instructions to sell by public auction, at the City Mrtt, 474, George-street, Sydney, on WEDNESDAY next, the 29th instant, at 11 o'clock,
20 cases anchovies, just landed.
Terms at sale. 11174

JAMS, FRUITS, AND CANDLES.
Ex Royal Exchange.
BOWDEN AND THRELKELD
 (successors to George A. Lloyd) have
 received instructions to sell by auction, at the
 City Mart, 474, George-street, Sydney, on
WEDNESDAY next, the 29th instant, at
 eleven o'clock,
 25 Cases, each 4 dozen, assorted 1 lb. jams.

59 Ditto, ditto 3 ditto assorted bottled fruits
87 Ditto, ditto 24 lbs., Exhibition sperm
candles
More or less damaged.
Terms at sale. JUL 5

BEST PARIS BLACK HATS.
BOWDEN AND THRELKELD
(successors to George A. Lloyd) have
received instructions to sell by public auction

at the City Mart, 474, George-street, Sydney
on WEDNESDAY next, the 29th instant, at
12 o'clock precisely,
6 cases, each 36 best Paris black hats
Terms at sale. 11173

Preliminary Notice.
FOUR TO FIVE ACRES OF LAND AT
WAVERLY, near Belle Vue House.
BOWDEN AND THRELKELD

12 (successors to George A. Lloyd) have been favoured with instructions from the Attorney of Charles Bridgen, Esq., to sell by auction, on an early day, All that valuable portion of land so delightfully situated for suburban residences, near Belle Vue House, Waverly (formerly occupied by Mr. Sheriff Young), comprising about Five Acres, on which is a House, lately occupied by Mr. Richard Peck.

Further particulars will appear in a future advertisement.

SHIPPING INTELLIGENCE.

ARRIVALS.
 The *City of Sydney*, from Melbourne, 20 guns, Captain...
 The *City of Sydney*, from Melbourne, 20 guns, Captain...
 The *City of Sydney*, from Melbourne, 20 guns, Captain...

DEPARTURES.
 The *City of Sydney*, for Melbourne, 20 guns, Captain...
 The *City of Sydney*, for Melbourne, 20 guns, Captain...
 The *City of Sydney*, for Melbourne, 20 guns, Captain...

COASTERS IN WARD.
 The *City of Sydney*, from Melbourne, 20 guns, Captain...
 The *City of Sydney*, from Melbourne, 20 guns, Captain...
 The *City of Sydney*, from Melbourne, 20 guns, Captain...

COASTERS OUTWARD.
 The *City of Sydney*, for Melbourne, 20 guns, Captain...
 The *City of Sydney*, for Melbourne, 20 guns, Captain...
 The *City of Sydney*, for Melbourne, 20 guns, Captain...

SHIPPING MAIL.
 The *City of Sydney*, for Melbourne, 20 guns, Captain...
 The *City of Sydney*, for Melbourne, 20 guns, Captain...
 The *City of Sydney*, for Melbourne, 20 guns, Captain...

AUSTRALIAN AFFAIRS IN NEW YORK—LINE OF STEAMERS.
 The *City of Sydney*, from Melbourne, 20 guns, Captain...
 The *City of Sydney*, from Melbourne, 20 guns, Captain...
 The *City of Sydney*, from Melbourne, 20 guns, Captain...

THE GOLDEN AGE.
 The *City of Sydney*, from Melbourne, 20 guns, Captain...
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DIARY.

MEMORANDA TO MEET PUBLICATION.
 June 28, Tuesday, 17 6 4 59 12 12 24
 Moon's last quarter. 4h. 41m. p.m. June 28

THE Sydney Morning Herald.
 TUESDAY, JUNE 28, 1883.

'Soorn to no Master, of no Sect am I'

WRECK OF THE MONUMENTAL CITY.

PENDING the deliberations of the Steam Navigation Board upon the evidence taken before it in respect to the circumstances attending the wreck of the steamship on the 15th ultimo, it was not our intention to have offered any comments. Inasmuch, however, as the proceedings before that Board, their utility for any legal purposes, and the discrepancies in the statements of the chief witnesses who tendered their evidence, formed the subject of a long discussion in the Legislative Council on Wednesday evening last, we conceive that it will not be out of place if we, after a careful perusal of the evidence and of Captain ADAMS' explanation, as published in this journal on the 13th instant, invite the careful attention of our readers, more especially of those who may be termed "the travelling class," to some points which we think ought to command the most serious consideration.

At a quarter to four o'clock on the morning of the 15th ultimo, the American steamship, *The Monumental City*, on her voyage from Port Phillip to Sydney, struck upon a rock off Tallangulla Island, which lies about three miles N.E. of Gabo Island, and eight from Cape Howe. As the morning was dark, and a black mass of rocks was seen round the ship, Captain ADAMS deemed it best to wait until day-break before he attempted to land the passengers; but with the dawn of morning the weather, moderate before, suddenly changed; the wind shifted from S.W. to S., and then to S.E., the tide flowing strongly, and a storm arose. Three out of four of the ship's boats, upon being lowered, were dashed to pieces or washed away; and the only resource left was to fasten the hawser to the rocks, by taking a line to the shore in the only boat that was left. This service was gallantly performed by CHARLES PLUMMER, one of the crew, and by passing across the hawser through the foaming surf, 42 of the crew and 12 of the passengers saved their lives; but 33 perished by the sudden breaking up of the ship, or by failing in their attempt to pass the hawser.

There are two questions which immediately arise in reviewing this catastrophe. 1. To what must be ascribed the conduct of Captain ADAMS, his officer, and his crew, after the striking of the ship becoming the critical position in which the ship and passengers were placed?

In considering the first question we shall take from the statements made to the Board by Captain ADAMS and Mr. VAN SICK, the chief officer, their account of the ship's position and progress from midnight until the hour when the vessel struck on the following morning.

Captain ADAMS stated that no observation had been taken from the time of leaving Hobson's Bay, but that at 6 p.m. on the 14th, he passed Wilson's Promontory, and at 8 p.m. considered that he was in long. 149° 10'. Shortly after 12 o'clock, when Mr. VAN SICK had taken charge of the deck, he (Captain ADAMS) leant over the rails and judged the vessel to be six miles from the land. The course was then N.N.E. and he thought he was within two miles of Ram Head. To that point he directed the chief officer's attention, and warned him to be careful in passing it. He desired to be called at four o'clock, when he expected they would be abreast of Cape Howe, but was awake shortly before that by the ship striking upon an island not laid down in his chart. It is laid down in Captain STOKES' chart, but of the publication of that valuable authority, Captain ADAMS lamented his ignorance.

Mr. VAN SICK's account must be taken with some abatement, as during his examination, which occupied a great part of two days, he convicted himself of many gross prevarications. He was twice examined as to the courses taken by him after assuming charge of the deck at midnight, and we will give him the full benefit of his second statement after having been urgently requested by the Board to reconsider the first. He stated that when he took charge the course was E.N.E., the ship running 8 knots an hour, the wind off the land, and about S.W. He was instructed both by Captain ADAMS and the second officer, whom he relieved, to steer N.N.E., when round Cape Howe. He continued E.N.E. for 15 or 20 minutes, during which the ship might have run 2 miles. He then changed to N.N.E., which he kept for half to three-quarters of an hour, not running more than 4 miles. On this course, about 1 o'clock, he fell in with breakers. He then (without reporting this danger to the Captain, but on his own responsibility) steered E., and kept so for 15 or 20 minutes. As the wind was dead ast, the ship did not sail so fast as before; not making more than 1½ miles during that time. He then changed his course to E.N.E. for half an hour, during which he changed to N.E., and kept that course for about an hour at the rate of 6½ knots. He again changed for three-quarters of an hour, when the ship struck. In reply to some questions put by the Board, who evinced extreme astonishment at these changes of course by the witness without having called or consulted the Captain, Mr. VAN SICK said, when he first saw the breakers, and steered E., it certainly occurred to him that Captain ADAMS had mistaken his position; still he did not call him, nor did he make any reference to his chart, but acted solely on his own authority. No observation had been made during the first trip of the *Monumental City* from Sydney to Melbourne, and from the time of leaving Hobson's Bay on her return trip. Neither the captain nor himself had ever been on this coast before, and consequently knew nothing

LAW INTELLIGENCE.

SUPREME COURT.
 NISI PRIUS SITTINGS.
 Before Mr. Justice DICKINSON, and a Jury of four.

DORRIS, SUVS. COOK.
 This was an action of ejectment by a landlord against his tenant, to recover possession of certain premises, in Jamison-street, Sydney.

The dispute out of which this action arose was as to the right of the landlord to increase the tenant's rent of £130 to a sum of £160 per annum. The defendant in January 1880 took certain premises in Jamison-street, belonging to the plaintiff, and had since that time, at an annual rent of £90, paid monthly. These premises consisted of all the house and appurtenances, with the exception of two rooms and a wine cellar, held as an office and store by Messrs. M. and J. Broadbent, who had since December following the office and cellar being vacant, they also were taken by defendant, who paid for them £40 additional, making a total of £130. It was a matter in dispute as to whether this was a separate and distinct letting of the office and cellar, or a new taking of the whole. The evidence was contradictory.

On the part of the defendant it was contended that a new tenancy was entered upon at this time, the 15th December, 1880. On the other hand it was urged that the occupancy of these rooms was a necessary occupancy; in other words that, when defendant obtained possession of the residue of these premises, he was bound to take possession of the whole of them—his possession of them would be on precisely the same terms as those upon which that major part was held.

Plaintiff's counsel, Mr. J. H. Pritchard, contended that the defendant, by taking possession of the residue of these premises, was bound to take possession of the whole of them—his possession of them would be on precisely the same terms as those upon which that major part was held.

The opinion of the learned Judge was, that this would be a new tenancy, and that the defendant was bound to take possession of the whole of them—his possession of them would be on precisely the same terms as those upon which that major part was held.

It was agreed, however, to reserve this point for determination by the full Court, on motion to enter a nonsuit, in the event of plaintiff obtaining a verdict. The notice was given to the defendant, and it was agreed that the case should be put in issue on the 15th December, 1880.

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LAW INTELLIGENCE.

SUPREME COURT.
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 Before Mr. Justice DICKINSON, and a Jury of four.

